

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

ELAINE CHAO, SECRETARY OF LABOR,  
UNITED STATES DEPARTMENT OF  
LABOR,

Plaintiff,

v.

KITSAP RENTALS INC. dba ADVANCED  
RENTALS & SALES, a corporation;

Defendant.

CIVIL ACTION NO. C05-5567RJB

CONSENT JUDGMENT

I

Plaintiff has filed her Complaint and Defendants, Kitsap Rentals Inc. dba Advanced Rentals & Sales, a corporation, has appeared and without any admission of liability, wrongdoing or violation of the law, agreed to the entry of this Judgment without contest. It is, therefore, upon motion and direction of the Plaintiff and Defendant that this Consent Judgment be entered as follows:

Office of the Solicitor  
U.S. Department of Labor  
1111 3<sup>rd</sup> Avenue, Suite 945  
Seattle, WA 98101  
(206) 553-0940; Fax (206) 553-2768

1 IT IS ORDERED, ADJUDGED AND DECREED that Defendant, its officers, agents,  
2 servants, employees, and all persons acting or claiming to act in their behalf and interest be,  
3 and they hereby are, permanently enjoined and restrained from violating the provisions of  
4 Section 15(a)(2),(4) and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (29  
5 U.S.C. 201 et. seq.), hereinafter referred to as the Act, in any of the following manners:  
6

7 (1) Defendant shall not, contrary to Section 7 of the Act, employ any of its employees  
8 engaged in commerce, or in the production of goods for commerce, or in an enterprise  
9 engaged in commerce or in the production of goods for commerce, for a workweek longer  
10 than forty (40) hours unless the employee receives compensation for his employment in  
11 excess of forty (40) hours at a rate not less than one and one-half times his regular rate at  
12 which he is employed.  
13

14 (2) Defendant shall not fail to make, keep and preserve records of its employees and  
15 of the wages, hours and other conditions and practices of employment maintained by them, as  
16 prescribed by the regulations of the Administrator of the Wage and Hour Division, United  
17 States Department of Labor, issued and from time to time amended, pursuant to Section 11(c)  
18 of the Act and found in 29 C.F.R. 516.  
19

20 (3) Defendant shall not employ any oppressive child labor in commerce or in the  
21 production of goods for commerce or in any enterprise engaged in commerce or in the  
22 production of goods for commerce.  
23

24 (4) IT IS FURTHER ORDERED that the Plaintiff recover from the Defendant the  
25 sum of \$5,945.43 (five thousand nine hundred forty five dollars and forty three cents) in  
26

27 Office of the Solicitor  
U.S. Department of Labor  
1111 3<sup>rd</sup> Avenue, Suite 945  
Seattle, WA 98101  
28 (206) 553-0940; Fax (206) 553-2768

1 overtime compensation damages due to their employees, identified on Exhibit “A.”

2 (a) Payment is to be made as follows: Payment is to be made by certified  
3 checks to the employees on Exhibit A, attached hereto, on or before thirty (30) days from the  
4 signing of this Consent Judgment. The checks should be made payable in the alternative to  
5 the order of “Wage and Hour Division – U.S. Department of Labor or the individual  
6 employee” identified in Exhibit A to this Agreement. All checks shall be delivered to:  
7

8 U.S. Department of Labor/ESA  
9 1111 3<sup>rd</sup> Avenue, Suite 755  
10 Seattle, WA 98101

11 All checks shall be accompanied by a letter identifying the case name as Chao v. Kitsap  
12 Rental Inc., et al., and include the employer’s tax identification number. A statement  
13 indicating the gross and net amount paid, and the withholding taxes corresponding to the  
14 employee for whom the check is submitted, shall accompany all checks.  
15

16 (b) If there is a default in the receipt of any check by over 15 days, the total  
17 amount remaining due from the Defendant will automatically be increased by an additional  
18 20% to be prorated among the employees who remain unpaid.

19 (4) Plaintiff shall distribute the monies paid by Defendant under this Judgment to the  
20 employees identified in Exhibit “A” attached hereto or their estates if that is necessary. Any  
21 money not so paid within three (3) years because of inability to locate said employees or  
22 because of their refusal to accept said proceeds shall be deposited forthwith with the Treasurer  
23 of the United States pursuant to 28 U.S.C. § 2041.  
24

25 //

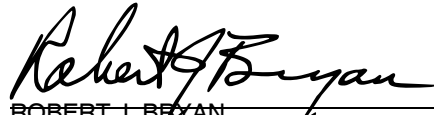
26 Office of the Solicitor  
27 U.S. Department of Labor  
1111 3<sup>rd</sup> Avenue, Suite 945  
28 Seattle, WA 98101  
(206) 553-0940; Fax (206) 553-2768

1 IT IS FURTHER ORDERED that defendants pay \$3500.00 (three thousand five hundred  
2 dollars) in child labor civil monetary penalties. The check shall be made payable to the U.S.  
3 Department of Labor and delivered twenty (20) days from the signing of the judgment to the  
4 address in paragraph 4 (a).  
5

6 IT IS FURTHER ORDERED that the rights, if any, of Defendant's employees or ex-  
7 employees not specifically mentioned in Exhibit A to this Judgment to back wages under the  
8 Act are neither affected nor extinguished by this Judgment and neither party to this action  
9 intends or contemplates that the Judgment entered in this action will affect such rights, if any,  
10 or any defenses available to Defendants; and  
11

12 IT IS FURTHER ORDERED that each party shall bear its own fees and other expenses  
13 incurred by such party in connection with any stage of this proceeding, and shall waive all  
14 rights to relief arising prior to the date of this Judgment under the Equal Access to Justice Act.  
15

16 DATED this 29<sup>th</sup> day of August, 2005.

17  
18   
19 ROBERT J. BRYAN  
20 United States District Judge  
21  
22  
23  
24  
25  
26  
27  
28

Office of the Solicitor  
U.S. Department of Labor  
1111 3<sup>rd</sup> Avenue, Suite 945  
Seattle, WA 98101  
(206) 553-0940; Fax (206) 553-2768

ENTRY OF THIS JUDGMENT  
IS HEREBY CONSENTED TO  
AND NOTICE OF PRESENTATION  
IS WAIVED

Approved as to Form and Content

Kitsap Rental Inc. d/b/a Advanced Rentals& Sales, a corporation,

By s/\_\_\_\_\_  
Greg Royer, President of Kitsap Rentals Inc.

By s/\_\_\_\_\_  
Tom O'Hare WSBA #

Presented by:

HOWARD M. RADZELY  
Solicitor of Labor

GARY BUFF  
Acting Regional Solicitor

ROCHELLE KLEINBERG  
Associate Regional Solicitor

By: s/\_\_\_\_\_  
Rochelle Kleinberg,

Office of the Solicitor  
U.S. Department of Labor  
1111 3<sup>rd</sup> Avenue, Suite 945  
Seattle, WA 98101  
(206) 553-0940; Fax (206) 553-2768

## EXHIBIT "A"

Employee	Period Covered	Amount Due
Anderson, Scott	7/16/2002 to 6/1/2004	\$538.16
Bentley, Jeremy	11/11/2003 to 5/25/2004	\$61.22
Berklin, David	6/3/2003 to 5/25/2004	\$145.09
Caldwell, Jefferey	7/2/2002 to 5/25/2004	\$665.86
Cummings, Chris	7/30/2002 to 5/18/2004	\$607.00
Deverin, Tim	7/16/2002 to 2/11/2003	\$164.09
Grijalva, Roberto	7/2/2002 to 5/25/2004	\$445.44
Lanning, Steve	4/27/2004 to 6/1/2004	\$56.07
Larson, Jim	2/4/2003 to 9/30/2003	\$151.71
Logan, Karl	7/30/2002 to 6/1/2004	\$1,188.65
Lord, Jared	5/13/2003 to 6/3/2003	\$60.29
Miller, Bob	6/10/2003 to 6/1/2004	\$839.50
Ostaszewski, Robert	3/30/2004 to 5/25/2004	\$84.86
Reece, Corey	12/23/2003 to 4/6/2004	\$67.02
Rey, Patrick	4/13/2004 to 4/27/2004	\$109.78
Riley, Patrick	7/1/2003 to 9/2/2003	\$18.84
Taylor, Linda	5/4/2004 to 5/25/2004	\$42.06
Taylor, Ty	6/10/2003 to 12/2/2003	\$34.17
Ten Elshof, Matt	5/18/2004 to 5/25/2004	\$18.84
Vailolo, Soma	11/26/2002 to 5/11/2004	\$177.29
Veale, Mark	6/25/2002 to 7/2/2002	\$43.56
Werbelo, William	5/11/2004 to 6/1/2004	\$138.36
Westlake, James	5/13/2003 to 8/12/2003	\$287.57
Grand Total:		\$5,945.43

Office of the Solicitor  
U.S. Department of Labor  
1111 3<sup>rd</sup> Avenue, Suite 945  
Seattle, WA 98101  
(206) 553-0940; Fax (206) 553-2768